

Filing at a Glance

Company: Fidelity National Title Insurance Company

Product Name: Re-File ALTA 2006 Ends 9 15s SERFF Tr Num: FDLS-125230805 State: Arkansas
and 16

TOI: 34.0 Title

SERFF Status: Closed

State Tr Num: AR-PC-07-025489

Sub-TOI: 34.0000 Title

Co Tr Num: FNTIC-AR-F-07-05

State Status:

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding

Authors: Christine Harding, David

Disposition Date: 07-25-2007

Maruca, Johnna Ryan, Pam Baker,

Maria-Luisa Ross

Date Submitted: 07-18-2007

Disposition Status: Approved

Effective Date Requested (New): 08-17-2007

Effective Date (New): 08-17-2007

Effective Date Requested (Renewal):

Effective Date (Renewal):

General Information

Project Name: Re-File ALTA 2006 Ends 9 15s and 16

Status of Filing in Domicile:

Project Number: FNTIC-AR-F-07-05

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 07-25-2007

State Status Changed: 07-18-2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The following American Land Title Association (ALTA) endorsement forms are hereby submitted with minor wording changes to become more in-line with the standardized endorsements released by the American Land Title Association: ALTA 9-06, 15-06, 15.1-06, 15.2-06, and 16-06.

The following list of ALTA Endorsement Forms which were previously submitted and approved by your department are hereby withdrawn:

ALTA Endorsement Form 15.1-06 Nonimputation - Additional Insured, Form Number 27E122

ALTA Endorsement Form 15.2-06 Nonimputation - Partial Equity Transfer, Form Number 27E123

ALTA Endorsement Form 15-06 Nonimputation - Full Equity Transfer, Form Number 27E121

ALTA Endorsement Form 16-06 Mezzanine Financing, Form Number 27E124

ALTA Endorsement Form 9-06 Restrictions, Encroachments, Minerals, Form Number 27E103

The following ALTA Endorsements Forms with revised language and updated form numbers are to replace those being withdrawn as noted above:

ALTA Endorsement Form 15.1-06 Nonimputation - Additional Insured, Form Number 27E122

ALTA Endorsement Form 15.2-06 Nonimputation - Partial Equity Transfer, Form Number 27E123

ALTA Endorsement Form 15-06 Nonimputation - Full Equity Transfer, Form Number 27E121

ALTA Endorsement Form 16-06 Mezzanine Financing, Form Number 27E124

ALTA Endorsement Form 9-06 Restrictions, Encroachments, Minerals, Form Number 27E103

Company and Contact

Filing Contact Information

Johnna Ryan, Vice President
601 Riverside Avenue
Jacksonville, FL 32204

johnna.ryan@fnf.com
(904) 854-8845 [Phone]
(904) 357-1040[FAX]

Filing Company Information

Fidelity National Title Insurance Company
601 Riverside Avenue
11th Floor
Jacksonville, FL 32204
(888) 934-3354 ext. [Phone]

CoCode: 51586
Group Code: -99

State of Domicile: California
Company Type: Title Insurer

Group Name:
FEIN Number: 86-0417131

State ID Number:

Filing Fees

| | |
|------------------|-------------------|
| Fee Required? | Yes |
| Fee Amount: | \$50.00 |
| Retaliatory? | No |
| Fee Explanation: | \$50 * one filing |
| Per Company: | No |

| CHECK NUMBER | CHECK AMOUNT | CHECK DATE |
|--------------|--------------|------------|
| 40230790 | \$50.00 | 06-28-2007 |

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|----------|------------------|------------|----------------|
| Approved | Llyweyia Rawlins | 07-25-2007 | 07-25-2007 |

Disposition

Disposition Date: 07-25-2007

Effective Date (New): 08-17-2007

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

| Item Type | Item Name | Item Status | Public Access |
|---------------------|--|-------------|---------------|
| Supporting Document | Uniform Transmittal Document-Property & Casualty | Approved | Yes |
| Supporting Document | Check 40230790 | Approved | No |
| Form | ALTA Endorsement Form 9-06 | Approved | Yes |
| Form | Restrictions, Encroachments, Minerals | | |
| Form | ALTA Endorsement Form 15-06 | Approved | Yes |
| Form | Nonimputation - Full Equity Transfer | | |
| Form | ALTA Endorsement Form 15.1-06 | Approved | Yes |
| Form | Nonimputation - Additional Insured | | |
| Form | ALTA Endorsement Form 15.2-06 | Approved | Yes |
| Form | Nonimputation - Partial Equity Transfer | | |
| Form | ALTA Endorsement Form 16-06 | Approved | Yes |
| | Mezzanine Financing | | |

Form Schedule

| Review Status | Form Name | Form # | Edition Date | Form Type Action | Action Specific Data | Readability | Attachment |
|---------------|---|--------|----------------|---|----------------------|-------------|---|
| Approved | ALTA Endorsement Form 9-06 Restrictions, Encroachments, Minerals | 27E103 | 06-17- 2006 | Endorsement/Amendment/Conditions Replaced | | 0.00 | FNTIC ALTA 9-06 Restrictions Encroachments Minerals (6-17-06) 27E103.pdf Redline FNTIC ALTA 9-06 Restrictions Encroachments Minerals (6-17-06) 27E103.pdf |
| Approved | ALTA Endorsement Form 15-06 Nonimputation - Full Equity Transfer | 27E121 | 06-17- 2006 | Endorsement/Amendment/Conditions Replaced | | 0.00 | FNTIC ALTA 15-06 Nonimputation - Full Equity Transfer (6-17-06) 27E121.pdf Redline FNTIC ALTA 15-06 Nonimputation - Full Equity Transfer (6-17-06) 27E121.pdf |
| Approved | ALTA Endorsement Form 15.1-06 Nonimputation - Additional Insured | 27E122 | 06-17- 2006 | Endorsement/Amendment/Conditions Replaced | | 0.00 | FNTIC ALTA 15.1-06 Nonimputation - Additional Insured (6-17-06) 27E122.pdf Redline |

| | | | | | | | |
|----------|--|--------|----------------|---|------|--|---|
| | | | | | | | FNTIC ALTA 15.1-06 Nonimputati on - Additional Insured (6- 17-06) 27E122.pdf |
| Approved | ALTA Endorsement Form 15.2-06 Nonimputation - Partial Equity Transfer | 27E123 | 06-17- 2006 | Endorseme Replaced nt/Amendm ent/Condi tions | 0.00 | | FNTIC ALTA 15.2-06 Nonimputati on - Partial Equity Transfer (6- 17-06) 27E123.pdf Redline FNTIC ALTA 15.2-06 Nonimputati on - Partial Equity Transfer (6- 17-06) 27E123.pdf Redline FNTIC ALTA 15.2-06 Nonimputati on - Partial Equity Transfer (6- 17-06) 27E123.pdf Redline |
| Approved | ALTA Endorsement Form 16-06 Mezzanine Financing | 27E124 | 06-17- 2006 | Endorseme Replaced nt/Amendm ent/Condi tions | 0.00 | | FNTIC ALTA 16-06 Mezzanine Financing (6- 17-06) 27E124.pdf Redline FNTIC ALTA 16-06 Mezzanine Financing (6- 17-06) 27E124.pdf Redline |

ENDORSEMENT

Attached to Policy No. _____



Issued By
FIDELITY NATIONAL TITLE INSURANCE COMPANY

The Company insures the owner of the Indebtedness secured by the Insured Mortgage against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following:
 - a. Covenants, conditions, or restrictions under which the lien of the Insured Mortgage can be divested, subordinated, or extinguished, or its validity, priority, or enforceability impaired.
 - b. Unless expressly excepted in Schedule B
 - (i) Present violations on the Land of any enforceable covenants, conditions, or restrictions, and any existing improvements on the land described in Schedule A that violate any building setback lines shown on a plat of subdivision recorded or filed in the Public Records.
 - (ii) Any instrument referred to in Schedule B as containing covenants, conditions, or restrictions on the Land that, in addition, (A) establishes an easement on the Land; (B) provides a lien for liquidated damages; (C) provides for a private charge or assessment; (D) provides for an option to purchase, a right of first refusal, or the prior approval of a future purchaser or occupant.
 - (iii) Any encroachment of existing improvements located on the Land onto adjoining land, or any encroachment onto the Land of existing improvements located on adjoining land.
 - (iv) Any encroachment of existing improvements located on the Land onto that portion of the Land subject to any easement excepted in Schedule B.
 - (v) Any notices of violation of covenants, conditions, or restrictions relating to environmental protection recorded or filed in the Public Records.
2. Any future violation on the Land of any existing covenants, conditions, or restrictions occurring prior to the acquisition of Title by the Insured, provided the violation results in:
 - a. the invalidity, loss of priority, or unenforceability of the lien of the Insured Mortgage; or
 - b. the loss of Title if the Insured shall acquire Title in satisfaction of the Indebtedness secured by the Insured Mortgage.
3. Damage to existing improvements, including lawns, shrubbery, or trees
 - a. that are located on or encroach upon that portion of the Land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
 - b. resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals excepted from the description of the Land or excepted in Schedule B.

4. Any final court order or judgment requiring the removal from any land adjoining the Land of any encroachment excepted in Schedule B.
5. Any final court order or judgment denying the right to maintain any existing improvements on the Land because of any violation of covenants, conditions, or restrictions, or building setback lines shown on a plat of subdivision recorded or filed in the Public Records.

Wherever in this endorsement the words "covenants, conditions, or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions, or limitations contained in an instrument creating a lease.

As used in paragraphs 1.b(i) and 5, the words "covenants, conditions, or restrictions" do not include any covenants, conditions, or restrictions (a) relating to obligations of any type to perform maintenance, repair, or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded or filed in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated:

Countersigned: _____
Authorized Signatory

ENDORSEMENT

Attached to Policy No. _____



Issued By
FIDELITY NATIONAL TITLE INSURANCE COMPANY

The Company insures the owner of the Indebtedness secured by the Insured Mortgage against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following:
 - a. Covenants, conditions, or restrictions under which the lien of the Insured Mortgage can be divested, subordinated, or extinguished, or its validity, priority, or enforceability impaired.
 - b. Unless expressly excepted in Schedule B
 - (i) Present violations on the Land of any enforceable covenants, conditions, or restrictions, and any existing improvements on the land described in Schedule A that violate any building setback lines shown on a plat of subdivision recorded or filed in the Public Records.
 - (ii) Any instrument referred to in Schedule B as containing covenants, conditions, or restrictions on the Land that, in addition, (A) establishes an easement on the Land; (B) provides a lien for liquidated damages; (C) provides for a private charge or assessment; (D) provides for an option to purchase, a right of first refusal, or the prior approval of a future purchaser or occupant.
 - (iii) Any encroachment of existing improvements located on the Land onto adjoining land, or any encroachment onto the Land of existing improvements located on adjoining land.
 - (iv) Any encroachment of existing improvements located on the Land onto that portion of the Land subject to any easement excepted in Schedule B.
 - (v) Any notices of violation of covenants, conditions, or restrictions relating to environmental protection recorded or filed in the Public Records.
2. Any future violation on the Land of any existing covenants, conditions, or restrictions occurring prior to the acquisition of ~~Title~~ by the Insured, provided the violation results in:
 - a. the invalidity, loss of priority, or unenforceability of the lien of the Insured Mortgage; or
 - b. the loss of Title if the Insured shall acquire Title in satisfaction of the Indebtedness secured by the Insured Mortgage.
3. Damage to existing improvements, including lawns, shrubbery, or trees
 - a. that are located on or encroach upon that portion of the Land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
 - b. resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals excepted from the description of the Land or excepted in Schedule B.

Deleted: title

Deleted: to the estate or interest in the Land

4. Any final court order or judgment requiring the removal from any land adjoining the Land of any encroachment excepted in Schedule B.
5. Any final court order or judgment denying the right to maintain any existing improvements on the Land because of any violation of covenants, conditions, or restrictions, or building setback lines shown on a plat of subdivision recorded or filed in the Public Records.

Wherever in this endorsement the words "covenants, conditions, or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions, or limitations contained in an instrument creating a lease.

As used in paragraphs 1.b(i) and 5, the words "covenants, conditions, or restrictions" do not include any covenants, conditions, or restrictions (a) relating to obligations of any type to perform maintenance, repair, or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded or filed in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated:

Countersigned: _____
Authorized Signatory

ENDORSEMENT

Attached to Policy No. _____



Issued By
FIDELITY NATIONAL TITLE INSURANCE COMPANY

The Company agrees that it will not assert the provisions of Exclusions from Coverage 3(a), (b), or (e) to deny liability for loss or damage otherwise insured against under the terms of the policy solely by reason of the action or inaction or Knowledge, as of Date of Policy, of _____ whether or not imputed to the Insured by operation of law, provided _____ acquired the Insured as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by the policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated:

Countersigned: _____
Authorized Signatory

ENDORSEMENT

Attached to Policy No. _____



Issued By
FIDELITY NATIONAL TITLE INSURANCE COMPANY

The Company agrees that it will not assert the provisions of Exclusions from Coverage 3(a), (b), or (e) to deny liability for loss or damage otherwise insured against under the terms of the policy solely by reason of the action or inaction or Knowledge, as of Date of Policy, of _____, ~~whether or not~~ imputed to the Insured by operation of law, provided _____, acquired the Insured as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by the policy.

Deleted: FILL IN

Deleted: FILL IN

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated:

Countersigned: _____
Authorized Signatory

ENDORSEMENT

Attached to Policy No. _____



Issued By
FIDELITY NATIONAL TITLE INSURANCE COMPANY

For purposes of the coverage provided by this endorsement, _____ ("Additional Insured") is added as an Insured under the policy. By execution below, the Insured named in Schedule A acknowledges that any payment made under this endorsement shall reduce the Amount of Insurance as provided in Section 10 of the Conditions.

The Company agrees that it will not assert the provisions of Exclusions from Coverage 3(a), (b), or (e) to deny liability for loss or damage otherwise insured against under the terms of the policy solely by reason of the action or inaction or Knowledge, as of Date of Policy, of _____ whether or not imputed to the Additional Insured by operation of law, to the extent of the percentage interest in the Insured acquired by Additional Insured as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by the policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

AGREED AND CONSENTED TO:

INSURED

Dated:

Countersigned: _____
Authorized Signatory

ENDORSEMENT

Attached to Policy No. _____



Issued By
FIDELITY NATIONAL TITLE INSURANCE COMPANY

For purposes of the coverage provided by this endorsement, _____ ("Additional Insured") is added as an Insured under the policy. By execution below, the Insured named in Schedule A acknowledges that any payment made under this endorsement shall reduce the Amount of Insurance as provided in Section 10 of the Conditions.

Deleted: FILL IN

The Company agrees that it will not assert the provisions of Exclusions from Coverage 3(a), (b), or (e) to deny liability for loss or damage otherwise insured against under the terms of the policy solely by reason of the action or inaction or Knowledge, as of Date of Policy, of _____ whether or not imputed to the Additional Insured by operation of law, to the extent of the percentage interest in the Insured acquired by Additional Insured as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by the policy.

Deleted: FILL IN

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

AGREED AND CONSENTED TO:

INSURED

Dated:

Countersigned: _____
Authorized Signatory

ENDORSEMENT

Attached to Policy No. _____



Issued By
FIDELITY NATIONAL TITLE INSURANCE COMPANY

The Company agrees that it will not assert the provisions of Exclusions from Coverage 3(a), (b), or (e) to deny liability for loss or damage otherwise insured against under the terms of the policy solely by reason of the action or inaction or Knowledge, as of Date of Policy, of _____ whether or not imputed to the entity identified in paragraph 3 of Schedule A or to the Insured by operation of law, but only to the extent that the Insured acquired the Insured's interest in entity as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by the policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated:

Countersigned: _____
Authorized Signatory

ENDORSEMENT

Attached to Policy No. _____



Issued By
FIDELITY NATIONAL TITLE INSURANCE COMPANY

The Company agrees that it will not assert the provisions of Exclusions from Coverage 3(a), (b), or (e) to deny liability for loss or damage otherwise insured against under the terms of the policy solely by reason of the action or inaction or Knowledge, as of Date of Policy, of _____ whether or not imputed to the entity identified in paragraph 3 of Schedule A or to the Insured by operation of law, but only to the extent that the Insured acquired the Insured's interest in entity as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by the policy.

Deleted: FILL IN

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: _____

Countersigned: _____
Authorized Signatory

ENDORSEMENT

Attached to Policy No. _____



Issued By
FIDELITY NATIONAL TITLE INSURANCE COMPANY

1. The Mezzanine Lender is: _____ and each successor in ownership of its loan ("Mezzanine Loan") reserving, however, all rights and defenses as to any successor that the Company would have had against the Mezzanine Lender, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by this policy as affecting Title.
2. The Insured
 - a. assigns to the Mezzanine Lender the right to receive any amounts otherwise payable to the Insured under this policy, not to exceed the outstanding indebtedness under the Mezzanine Loan; and
 - b. agrees that no amendment of or endorsement to this policy can be made without the written consent of the Mezzanine Lender.
3. The Company does not waive any defenses that it may have against the Insured, except as expressly stated in this endorsement.
4. In the event of a loss under the policy, the Company agrees that it will not assert the provisions of Exclusions from Coverage 3(a), (b) or (e) to refuse payment to the Mezzanine Lender solely by reason of the action or inaction or Knowledge, as of Date of Policy, of the Insured, provided
 - a. the Mezzanine Lender had no actual Knowledge of the defect, lien, encumbrance or other matter creating or causing loss on Date of Policy.
 - b. this limitation on the application of Exclusions from Coverage 3(a), (b) and (e) shall
 - i. apply whether or not the Mezzanine Lender has acquired an interest (direct or indirect) in the Insured either on or after Date of Policy, and
 - ii. benefit the Mezzanine Lender only without benefiting any other individual or entity that holds an interest (direct or indirect) in the Insured or the Land.
5. In the event of a loss under the Policy, the Company also agrees that it will not deny liability to the Mezzanine Lender on the ground that any or all of the ownership interests (direct or indirect) in the Insured have been transferred to or acquired by the Mezzanine Lender, either on or after the Date of Policy.
6. The Mezzanine Lender acknowledges
 - a. that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is hereafter executed by an Insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy; and
 - b. that the Company shall have the right to insure mortgages or other conveyances of an interest in the Land, without the consent of the Mezzanine Lender.

7. If the Insured, the Mezzanine Lender or others have conflicting claims to all or part of the loss payable under the Policy, the Company may interplead the amount of the loss into Court. The Insured and the Mezzanine Lender shall be jointly and severally liable for the Company's cost for the interpleader and subsequent proceedings, including attorneys' fees. The Company shall be entitled to payment of the sums for which the Insured and Mezzanine Lender are liable under the preceding sentence from the funds deposited into Court, and it may apply to the Court for their payment.
8. Whenever the Company has settled a claim and paid the Mezzanine Lender pursuant to this endorsement, the Company shall be subrogated and entitled to all rights and remedies that the Mezzanine Lender may have against any person or property arising from the Mezzanine Loan. However, the Company agrees with the Mezzanine Lender that it shall only exercise these rights, or any right of the Company to indemnification, against the Insured, the Mezzanine Loan borrower, or any guarantors of the Mezzanine Loan after the Mezzanine Lender has recovered its principal, interest, and costs of collection.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

AGREED AND CONSENTED TO:

(Name of Insured)

(Name of Mezzanine Lender)

By: _____

By: _____

Dated:

Countersigned: _____
Authorized Signatory

ENDORSEMENT

Attached to Policy No. _____



Issued By
FIDELITY NATIONAL TITLE INSURANCE COMPANY

1. The Mezzanine Lender is: _____, and each successor in ownership of its loan ("Mezzanine Loan") reserving, however, all rights and defenses as to any successor that the Company would have had against the Mezzanine Lender, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by this policy as affecting Title.
2. The Insured
 - a. assigns to the Mezzanine Lender the right to receive any amounts otherwise payable to the Insured under this policy, not to exceed the outstanding indebtedness under the Mezzanine Loan; and
 - b. agrees that no amendment of or endorsement to this policy can be made without the written consent of the Mezzanine Lender.
3. The Company does not waive any defenses that it may have against the Insured, except as expressly stated in this endorsement.
4. In the event of a loss under the policy, the Company agrees that it will not assert the provisions of Exclusions from Coverage 3(a), (b) or (e) to refuse payment to the Mezzanine Lender solely by reason of the action or inaction or Knowledge, as of Date of Policy, of the Insured, provided
 - a. the Mezzanine Lender had no actual Knowledge of the defect, lien, encumbrance or other matter creating or causing loss on Date of Policy.
 - b. this limitation on the application of Exclusions from Coverage 3(a), (b) and (e) shall
 - i. apply whether or not the Mezzanine Lender has acquired an interest (direct or indirect) in the Insured either on or after Date of Policy, and
 - ii. benefit the Mezzanine Lender only without benefiting any other individual or entity that holds an interest (direct or indirect) in the Insured or the Land.
5. In the event of a loss under the Policy, the Company also agrees that it will not deny liability to the Mezzanine Lender on the ground that any or all of the ownership interests (direct or indirect) in the Insured have been transferred to or acquired by the Mezzanine Lender, either on or after the Date of Policy.
6. The Mezzanine Lender acknowledges
 - a. that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is hereafter executed by an Insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy; and
 - b. that the Company shall have the right to insure mortgages or other conveyances of an interest in the Land, without the consent of the Mezzanine Lender.

Deleted: FILL IN

Deleted: Lender

7. If the Insured, the Mezzanine Lender or others have conflicting claims to all or part of the loss payable under the Policy, the Company may interplead the amount of the loss into Court. The Insured and the Mezzanine Lender shall be jointly and severally liable for the Company's cost for the interpleader and subsequent proceedings, including attorneys' fees. The Company shall be entitled to payment of the sums for which the Insured and Mezzanine Lender are liable under the preceding sentence from the funds deposited into Court, and it may apply to the Court for their payment.
8. Whenever the Company has settled a claim and paid the Mezzanine Lender pursuant to this endorsement, the Company shall be subrogated and entitled to all rights and remedies that the Mezzanine Lender may have against any person or property arising from the Mezzanine Loan. However, the Company agrees with the Mezzanine Lender that it shall only exercise these rights, or any right of the Company to indemnification, against the Insured, the Mezzanine Loan borrower, or any guarantors of the Mezzanine Loan after the Mezzanine Lender has recovered its principal, interest, and costs of collection.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

AGREED AND CONSENTED TO:

(Name of Insured)

(Name of Mezzanine Lender)

▼ ----- Deleted: FILLING

By: _____ By: _____

Dated:

Countersigned: _____
Authorized Signatory

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

| | | Review Status: | |
|--|--|----------------|------------|
| Satisfied -Name: | Uniform Transmittal Document- Property & Casualty | Approved | 07-25-2007 |
| Comments: | | | |
| Attachments: | | | |
| FNTIC-AR-F-07-05 NAIC P&C Transmittal Document.pdf | | | |
| FNTIC-AR-F-07-05 Form Filing Schedule.pdf | | | |

Property & Casualty Transmittal Document (Revised 1/1/06)

| | | | | | | | | | | | | | | |
|---|--|---------------------------------|-------------|-----------------|---------------------------------------|------------------------------|--------------|--|------------------|--|--------------------|--------------------|------------------|--|
| 1. Reserved for Insurance Dept. Use Only | 2. Insurance Department Use only <table style="width: 100%; border-collapse: collapse;"> <tr><td style="border-bottom: 1px solid black;">a. Date the filing is received:</td></tr> <tr><td style="border-bottom: 1px solid black;">b. Analyst:</td></tr> <tr><td style="border-bottom: 1px solid black;">c. Disposition:</td></tr> <tr><td style="border-bottom: 1px solid black;">d. Date of disposition of the filing:</td></tr> <tr><td style="border-bottom: 1px solid black;">e. Effective date of filing:</td></tr> <tr> <td style="width: 60%; border-bottom: 1px solid black; text-align: center;">New Business</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black; text-align: center;">Renewal Business</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr><td style="border-bottom: 1px solid black;">f. State Filing #:</td></tr> <tr><td style="border-bottom: 1px solid black;">g. SERFF Filing #:</td></tr> <tr> <td style="border-bottom: 1px solid black;">h. Subject Codes</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table> | a. Date the filing is received: | b. Analyst: | c. Disposition: | d. Date of disposition of the filing: | e. Effective date of filing: | New Business | | Renewal Business | | f. State Filing #: | g. SERFF Filing #: | h. Subject Codes | |
| a. Date the filing is received: | | | | | | | | | | | | | | |
| b. Analyst: | | | | | | | | | | | | | | |
| c. Disposition: | | | | | | | | | | | | | | |
| d. Date of disposition of the filing: | | | | | | | | | | | | | | |
| e. Effective date of filing: | | | | | | | | | | | | | | |
| New Business | | | | | | | | | | | | | | |
| Renewal Business | | | | | | | | | | | | | | |
| f. State Filing #: | | | | | | | | | | | | | | |
| g. SERFF Filing #: | | | | | | | | | | | | | | |
| h. Subject Codes | | | | | | | | | | | | | | |

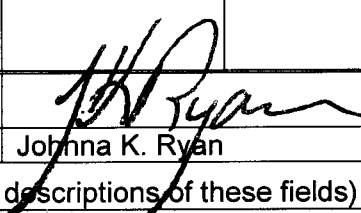
| | | |
|-----------|-------------------|---------------------|
| 3. | Group Name | Group NAIC # |
| | | |

| | | | | |
|-----------|---|-----------------|---------------|---------------|
| 4. | Company Name(s) | Domicile | NAIC # | FEIN # |
| | Fidelity National Title Insurance Company | CA | 51586 | 86-0417191 |
| | | | | |
| | | | | |
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| | | |
|-----------|--------------------------------|------------------|
| 5. | Company Tracking Number | FNTIC-AR-F-07-05 |
|-----------|--------------------------------|------------------|

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

| | | | | | |
|-----------|--|----------------|--------------------------|--------------|---------------------|
| 6. | Name and address | Title | Telephone #s | FAX # | e-mail |
| | Johnna K. Ryan 601 Riverside Ave, 11 th Floor Jacksonville, FL 32204 | Vice President | 888-934-3354 ext.8845 | 904-357-1040 | Johnna.Ryan@fnf.com |

| | | |
|-----------|---------------------------------------|--|
| 7. | Signature of authorized filer |  |
| 8. | Please print name of authorized filer | Johnna K. Ryan |

Filing information (see General Instructions for descriptions of these fields)

| | | |
|------------|--|--|
| 9. | Type of Insurance (TOI) | 34.0 Title |
| 10. | Sub-Type of Insurance (Sub-TOI) | 34.0000 Title |
| 11. | State Specific Product code(s)(if applicable)[See State Specific Requirements] | Commercial |
| 12. | Company Program Title (Marketing title) | Title Insurance |
| 13. | Filing Type | <input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description) |
| 14. | Effective Date(s) Requested | New: August 17, 2007 Renewal: |
| 15. | Reference Filing? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 16. | Reference Organization (if applicable) | n/a |
| 17. | Reference Organization # & Title | n/a |
| 18. | Company's Date of Filing | July 18, 2007 |
| 19. | Status of filing in domicile | <input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved |

Property & Casualty Transmittal Document—

| | | |
|-----|---|------------------|
| 20. | This filing transmittal is part of Company Tracking # | FNTIC-AR-F-07-05 |
| 21. | Filing Description [This area should be similar to the body of a cover letter and is free-form text] | |

The following American Land Title Association (ALTA) endorsement forms are hereby submitted with minor wording changes to become more in-line with the standardized endorsements released by the American Land Title Association: ALTA 9-06, 15-06, 15.1-06, 15.2-06, and 16-06.

The following list of ALTA Endorsement Forms which were previously submitted and approved by your department are hereby withdrawn:

ALTA Endorsement Form 15.1-06 Nonimputation - Additional Insured, Form Number 27E122
ALTA Endorsement Form 15.2-06 Nonimputation - Partial Equity Transfer, Form Number 27E123
ALTA Endorsement Form 15-06 Nonimputation - Full Equity Transfer, Form Number 27E121
ALTA Endorsement Form 16-06 Mezzanine Financing, Form Number 27E124
ALTA Endorsement Form 9-06 Restrictions, Encroachments, Minerals, Form Number 27E103

The following ALTA Endorsements Forms with revised language and updated form numbers are to replace those being withdrawn as noted above:

ALTA Endorsement Form 15.1-06 Nonimputation - Additional Insured, Form Number 27E122
ALTA Endorsement Form 15.2-06 Nonimputation - Partial Equity Transfer, Form Number 27E123
ALTA Endorsement Form 15-06 Nonimputation - Full Equity Transfer, Form Number 27E121
ALTA Endorsement Form 16-06 Mezzanine Financing, Form Number 27E124
ALTA Endorsement Form 9-06 Restrictions, Encroachments, Minerals, Form Number 27E103

| | |
|--|---|
| 22. | Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below] |
| Check #: 40230790 Amount: \$50.00 | |
| Refer to each state's checklist for additional state specific requirements or instructions on calculating fees. | |

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)

(Do **not** refer to the body of the filing for the forms listing.)

| | | | | | |
|-----------|---|--|---|--|---|
| 1. | This filing transmittal is part of Company Tracking # | FNTIC-AR-F-07-05, Eff. Aug 17, 2007 | | | |
| 2. | This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable) | | | | |
| 3. | Form Name /Description/Synopsis | Form # Include edition date | Replacement Or withdrawn? | If replacement, give form # it replaces | Previous state filing number, if required by state |
| 01 | ALTA Endorsement Form 9-06 Restrictions, Encroachments, Minerals (06/17/2006) | 27E103 | [X] Replacement [] Withdrawn [] Neither | | |
| 02 | ALTA Endorsement Form 15-06 Nonimputation - Full Equity Transfer (06/17/2006) | 27E121 | [X] Replacement [] Withdrawn [] Neither | | |
| 03 | ALTA Endorsement Form 15.1-06 Nonimputation - Additional Insured (06/17/2006) | 27E122 | [X] Replacement [] Withdrawn [] Neither | | |
| 04 | ALTA Endorsement Form 15.2-06 Nonimputation - Partial Equity Transfer (06/17/2006) | 27E123 | [X] Replacement [] Withdrawn [] Neither | | |
| 05 | ALTA Endorsement Form 16-06 Mezzanine Financing (06/17/2006) | 27E124 | [X] Replacement [] Withdrawn [] Neither | | |
| 06 | | | [] Replacement [] Withdrawn [] Neither | | |
| 07 | | | [] Replacement [] Withdrawn [] Neither | | |
| 08 | | | [] Replacement [] Withdrawn [] Neither | | |
| 09 | | | [] Replacement [] Withdrawn [] Neither | | |
| 10 | | | [] Replacement [] Withdrawn [] Neither | | |